



GSA Pacific Rim Region

October 3, 2012

(b)(6)

Subject: Freedom of Information Act Request – IQ# 228967

Dear (b)(6):

This letter is in response to your Freedom of Information Act (FOIA) Request (IQ# 228967) dated September 6, 2012, in which you requested the name of the successful bidder of the parcel at 3300 Panorama Drive, Morro Bay, CA, formerly known as the Defense Fuel Supply Point, Estero Bay.

- The winning bidder is CVI Group, LLC and Rhine LP.

Additionally, you also asked for any document that identifies the winning bidder. Please find attached a copy of the Quitclaim deed which conveyed the 10 acre property.

If you have any additional questions, please do not hesitate to contact Charlene Larson at (415) 522-3438.

Sincerely,

(b)(6)

Ruth F. Cox
Regional Administrator

Enclosure

U.S. General Services Administration
450 Golden Gate Avenue
San Francisco, CA 94102
www.gsa.gov

Estero Bay
San Luis Obispo/Kern/Kings, California
GSA Control No. 9-N-CA-1606

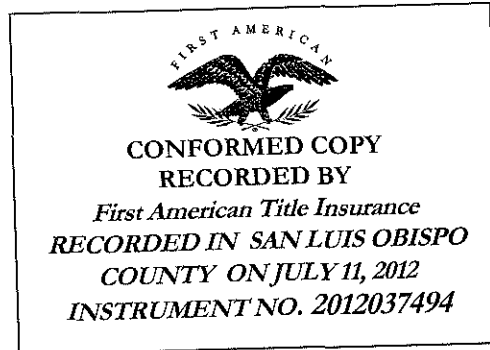
RECORDING REQUESTED BY:

First American Title Company
Escrow No. 1004-3939154 DC

**WHEN RECORDED, MAIL DOCUMENT
AND TAX STATEMENT TO:**

CVI Group, LLC and Rhine LP
C/O Rhine LP
2304 West Shaw Ave
Fresno, California 93711

The undersigned declares that the
Transfer Tax being paid with the
Recordation of this Quitclaim Deed
Is being disclosed by separate document:
(Revenue & Taxation code 11932-11933)
NOTE: This Declaration is not a public record.



QUITCLAIM DEED

THIS DEED, made this 9th day of July, 2012, between the UNITED STATES OF AMERICA (also referred to as the "GRANTOR" OR "GOVERNMENT"), acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of 40 U.S.C. 101, *et. seq.*, as amended, and regulations and orders promulgated thereunder, and **CVI Group, LLP** as to a fifty percent interest (50%) and **Rhine LP** as to a fifty percent interest (50%) (hereinafter referred to collectively as "GRANTEE").

RECITALS

GRANTOR GRANTS BY SEPARATE DOCUMENT, an Easement for Pipeline purposes running from the mean high tide in Estero Bay, Morro Bay, California to Lemoore, California, executed as of the same date as this deed and recorded in the official records of the counties of San Luis Obispo, Kern, and Kings concurrently herewith.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR'S right, title and interest in and to that certain real property situated at 3300 Panorama Drive in Morro Bay, San Luis Obispo County, California, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "PROPERTY").

TOGETHER WITH all of GRANTOR'S right, title and interest in and to all buildings, facilities, roadways, utility systems, and other improvements and infrastructure located on the Property.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions and no claim for any allowance or deduction upon such grounds will be considered. The GRANTEE further acknowledges that the GRANTOR shall not be liable for any latent or patent defects in the Property except to the extent required by applicable law.

2. The conveyance is subject to any and all existing covenants, conditions, reservations, easements, restrictions, rights-of-way, rights, agreements, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.

3. HAZARDOUS SUBSTANCES

(A) NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that the attached Exhibit "B" provides an index of environmental conditions and investigative and cleanup actions taken with respect to the PROPERTY and that the attached Exhibit "C" contains a table with (to the extent such information is available): (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the PROPERTY; (2) the time such storage, release or disposal took place; and (3) a description of the remedial action taken, if any.

(B) CERCLA Covenant. **GRANTOR** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **GRANTOR** warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which **GRANTEE**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event **GRANTEE**, its successor(s) or assign(s), seeks to have **GRANTOR** conduct any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the

GRANTEE, its successor(s) or assign(s), or any party in possession.

(3) **ACCESS RESERVATION.** **GRANTOR** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(4) **COOPERATION COVENANT.** In the event of any activity by the GRANTOR pursuant to Paragraph 3.(B) above, the GRANTEE covenants and agrees that it, its successor(s) and assign(s) shall cooperate with the GRANTOR in any undertaking and shall not unreasonably disrupt or interfere with any remediation activity or jeopardize the effectiveness of any remedy by engaging in disruptive activities (which increase the cost or adversely affect the remediation activities), including but not limited to, surface application of water which could impact the migration of contaminated ground water; subsurface drilling or use of ground water, unless the GRANTOR first determines that there will be no adverse impacts on United States of America's undertaking.

6. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth in this deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of the GRANTOR and GRANTEE, their successors and assigns, and will be deemed to run with the land in perpetuity.

Estero Bay
San Luis Obispo/Kern/Kings, California
GSA Control No. 9-N-CA-1606

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

- A. Exhibit "A" - Legal Description of the Property.
- B. Exhibit "B" - Environmental Documents
- C. Exhibit "C" - Hazardous Substance Notification

The Property hereby conveyed without warranty by this Quitclaim Deed was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to 40 U.S.C. 101, *et. seq.*, as amended, and regulations and orders promulgated thereunder.

IN WITNESS WHEREOF, THE GRANTOR has caused this indenture to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

(b)(6)

BY: _____

CAROL ARNOLD
Deputy Director, Office of Real Property
Utilization and Disposal
U.S. General Services Administration

Estero Bay
San Luis Obispo/Kern/Kings, California
GSA Control No. 9-N-CA-1606

CERTIFICATE OF ACKNOWLEDGEMENT

State of California)
 (ss:
County of San Francisco)

On July 9, 2012, before me, Fabian Huey, a notary public, personally appeared CAROL ARNOLD, who proved to me on the basis of satisfactory evidence to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(b)(6)

Fabian Huey
Notary Public



Estero Bay
San Luis Obispo/Kern/Kings, California
GSA Control No. 9-N-CA-1606

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situate in Lot 8 in Block 1-E of the Atascadero Beach Subdivision, in the County of San Luis Obispo, State of California, as said Block 1-E is shown upon the map recorded 2 July 1917 in Book 2 of Maps at page 15 in the records of San Luis Obispo County, said parcel being described as follows:

BEGINNING at the most northwesterly corner of Lot 8, Block 1-E of the Atascadero Beach Subdivision, in San Luis Obispo County, State of California, from said Point of Beginning; thence along the westerly exterior boundary of said Lot 8 the following three courses, 12°00'14

- (1) South 43°55'30" East, 550.05 feet (record North 43°44'30" West, 550.00 feet) to a point therein; thence
- (2) North 46°04'30" East, 60.00 feet (record North 46°13'30" East, 60.00 feet) to a point therein; thence
- (3) South 43°55'30" East, 245.00 feet (record North 43°44'30" West) to a point therein; thence leaving said westerly exterior boundary
- (4) North 46°04'30" East, 387.98 feet to a point; thence
- (5) North 21°06'30" West, 736.12 feet to a point; thence
- (6) South 68°04'00" West, 361.22 feet to a point in a north-westerly exterior boundary line of said Lot 8; thence
- (7) South 12°04'00" West, 200.94 feet (record North 12°15' East) along a northwesterly exterior boundary line of said Lot 8 to a point therein; thence
- (8) South 68°04'00" West, 250.00 feet (record North 68°15' East, 250.00 feet) along a northwesterly exterior boundary line of said Lot 8 to the Point of Beginning.

Containing in said parcel of land, 10.06 acres, more or less.

Assessor's Parcel Number – 065-038-001

Estero Bay
San Luis Obispo/Kern/Kings, California
GSA Control No. 9-N-CA-1606

EXHIBIT "B"

(Unrecorded)

ENVIRONMENTAL DOCUMENTS

- RWQCB letter to Defense Fuel Center dated July 17, 1995
- RWQCB letter to Defense Fuel Center dated April 25, 1996
- RWQCB memorandum to DTSC dated October 18, 1996
- DTSC letter to Defense Fuel Center dated December 20, 1996
- Environmental Quality Survey- Final Report: Volume I Technical Report, Environ. Chemical Corp, July 1991
- Environmental Quality Survey – Final Report: Volume II Appendices A-C, Environ. Chemical Corp, July 1991
- Environmental quality Survey – Final Report: Volume III Appendices D-J, Environ. Chemical Corp, July 1991
- Site Assessment/Groundwater Monitoring Report DFSP Estero Bay – Tank Area, Groundwater Technology, Inc., 25 May 1994
- Site Assessment/Groundwater Sampling Report DFSP Estero Bay – Operations
- Building Area and Off Site, Groundwater Technology, Inc., 29 March 1995
- Report on JP-5 Pipeline and Valve Pit Inspection Activities, Groundwater Technology, Inc., 5 July 1995
- Site Closure Report, DFSP Estero Bay, Cardiff Stud Farms, 28 February 1996

EXHIBIT "C"

(Unrecorded)

HAZARDOUS SUBSTANCE NOTIFICATION

<div style="border: 1px solid black; padding: 5px; text-align: center;"> Hazardous Substance List DFSP, Estro Bay, CA </div>							
Location	Facility Name	Hazardous Substances	CAS No.	Quantity	Dates of Storage	Date(s) of Release	Date(s) of Remedial Action
Morro Bay, CA	DFSP Morro Bay; includes tank farm and associated offshore feed and LaMoore	JP-5	NA	Two tanks containing approx. 125,000 BBL each w/ 0.5- and 98-mile pipelines. Approx. 2400/bbls/day	Early 1950s to 1991	Known release in 1982	Assessment determined NFA. Site closed by CRWQCB and DTSC in 1996 and 1997, respectfully.
	Constituents of JP-5	Kerosene	8008-20-6				
		FC203CF "Light Water" brand aqueous film-forming foam	NA	As-needed	Early 1950s to 1991	NA	N/A
	Constituents of fire foam	2-(2-butoxyethoxy)-Ethanol	112-34-5				
		Surfactant	Trade				
		Detergents	Secret				
		Fluoroalkyl Surfactants	Trade Secret				
		Triethanolamine	102-71-6				
		Methyl-1H-Benzotriazole	29385-43-1				
		Rust Inhibitor	NA	As-needed	Early 1950s to 1991	NA	N/A
	Constituents of Rust Inhibitor	Xylenes	1330-20-7				
		Organic Acids	various				